

CLARISSE G. PERCELL

IBLA 80-119

Decided August 18, 1980

Appeal from a decision of the Utah State Office, Bureau of Land Management, dismissing a protest against simultaneous oil and gas lease offer U 43174.

Affirmed.

1. Oil and Gas Leases: Applications: Generally--Oil and Gas Leases: Applications: Drawings--Regulations: Interpretation

When an offeror prints her name on the front of a drawing entry card oil and gas lease offer as "Reagan, Wavis K.," and signs her name on the back of the card as "Kay Reagan," the card may not be rejected because she violated no regulation by signing the offer in that manner, and she properly followed instructions on the face of the card by inserting her full name, last name first, then first name and initial.

APPEARANCES: C. M. Peterson, Esq., Poulson, Odell & Peterson, Denver, Colorado, for appellant.

OPINION BY ADMINISTRATIVE JUDGE BURSKI

Clarisse G. Percell appeals from the dismissal by the Utah State Office, Bureau of Land Management (BLM), of her protest of the first-drawn simultaneous drawing entry card (DEC), for Parcel UT-61 at the April 1979 drawing. Appellant submitted the second-drawn DEC.

The offer in dispute was submitted by Wavis K. Reagan. Reagan's full name properly appears on the face of the DEC. The signature on the reverse side reads "Kay Reagan." By letter dated July 9, 1979, appellant protested that the offeror's name and signature on the DEC did not agree and argued that, therefore, the DEC was not fully executed as required by Departmental regulations and decisions.

In a decision dated August 20, 1979, BLM required the offeror to submit a statement concerning the preparation of the DEC including an explanation of the difference in the printed name and signature on the card. The offeror submitted an affidavit of identity stating that Wavis K. Reagan and Kay Reagan are the same person. She explained that Wavis K. Reagan is her legal name but that Kay is her middle name and the name by which she is known to relatives and close friends.

On October 25, 1979, BLM dismissed appellant's protest after examining Departmental and court decisions concerning the interpretation of "fully executed" and "signature." The decision notes that "[t]he regulations at 43 CFR 1810.1(g) define "signature" as including a mark when the person making the same intended it as such. It seems obvious that it was the intent of the offeror to execute the drawing entry card." BLM concludes that since 43 CFR 3112.2-1(a) does not require that the signature be identical to the name printed on the card, it must resolve the protest in favor of the offeror.

In her statement of reasons, appellant argues that (1) the first-drawn DEC did not strictly comply with the regulations, specifically 43 CFR 1821.1; (2) there is no reasonable basis to presume that "Wavis K. Reagan" and "Kay Reagan" are the same person; and (3) a defective DEC cannot be cured by subsequent submission of information.

[1] We have examined similar situations before. In Robert J. Maddox, 44 IBLA 178 (1979), the offeror had printed his name on the DEC as "Maddox, Robert J." but signed his name on the back of the card as "J. Robert Maddox." In Geraldine M. McCarthy, 37 IBLA 323 (1978), the offeror also printed her full name on the front of the card but signed it "Mrs. Hal McCarthy." In both instances we held that the offeror had violated no regulation by signing the offer in the manner he or she did, and that each had properly followed instructions on the face of the card by noting last name first and then first name and initial. See also Mary Adele Monson, 71 I.D. 269 (1964). Appellant has presented no evidence that the offeror's name is improperly presented on the front of the card or that the signature is not a proper signature; thus we must affirm the dismissal of appellant's protest.

The application of 43 CFR 1821.1, as urged by appellant, does not change this result. All applicable regulations must be read together to ascertain whether the DEC was properly "signed and fully executed" as required by 43 CFR 3112.2-1(a). The regulation, 43 CFR 1821.1, states: "Full names of claimants must appear in applications, final certificates, and patents." Appellant contends that full execution contemplates use of the applicant's full name. The offeror in this case did indicate her full name in the place indicated on the DEC. Appellant also argues that the DEC is not fully executed because the offeror's signature did not reflect her full name. On this point we disagree. As noted by BLM, Departmental regulations define the term "signature" at 43 CFR 1810.1(g) as including "a mark when the person

making the same intended it as such." There is no regulatory requirement that offers be signed with the offeror's full name. In absence of evidence to the contrary we do not think it unreasonable to assume that "Kay Reagan" was the intended signature of the offeror.

The information requested by BLM in its August 1979 decision from the offeror did not serve to cure a defective offer but rather to ensure that the regulations had been complied with. This Board has frequently held that where BLM is not satisfied as to compliance with the regulations, it should require the offeror to provide such information in support of his offer as will resolve the questions. W. H. Gilmore, 41 IBLA 25, 31 (1979), and cases cited therein. If upon inquiry BLM had learned that the offeror's full name had not been indicated on the DEC or if "Kay Reagan" was not the offeror's signature, the DEC would have been defective and BLM would have had to reject the offer. This situation is no different from that which arises when a DEC has a facsimile signature on it. BLM properly inquires as to whether the facsimile signature was affixed to the card by the offeror or an agent of the offeror. If the offeror responds that he affixed the facsimile intending it to be his signature the offer is valid. If, however, an agent affixed the facsimile signature and no qualifying statements of interest have been filed by the offeror and agent as required by 43 CFR 3102.6-1(a)(2), then the offer is defective and must be rejected. Ray H. Thames, 31 IBLA 167 (1977). BLM's inquiry in this case was proper.

Therefore, pursuant to the authority delegated to the Board of Land Appeals by the Secretary of the Interior, 43 CFR 4.1, the decision appealed from is affirmed.

James L. Burski
Administrative Judge

We concur:

Frederick Fishman
Administrative Judge

Douglas E. Henriques
Administrative Judge

